

REMARKS

I. Overview

These remarks are set forth in response to the Latest Non- Final Office Action. Presently, claims 1-5 and 8-11 are pending in the Patent Application. Claims 6-7 have been cancelled. Claims 1, 4, 8, and 11 are independent in nature. In the Latest Non- Final Office Action, claim 11 has been objected to. Claims 1-5 and 8-11 have been rejected under 35 U.S.C. § 101. Further, claim 11 has been rejected under 35 U.S.C. § 102 and claims 1-5 and 8-10 have been rejected under 35 U.S.C. § 103.

In response, Applicants amended claim 11 to address the objection. Although applicants disagree with the 101 rejections, Applicants have amended claim 4 to recite a “hardware” processor. Further, Applicants disagree with the 102/103 rejections and thus have not amended the claims to overcome the rejections.

II. Claim Objections

Claim 11 has been objected to because of an informality. Appropriate correction has been made.

III. Rejections Under 35 U.S.C. § 101

Claims 1-5 and 8-11 have been rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Specifically, Examiner asserts that claims 1-3 and 11 are neither positively tied to a particular machine that accomplishes the claimed method steps nor transform underlying subject matter. Examiner also asserts that it is not clear whether the processor recited in claim 4 is implemented in hardware or software. Examiner further asserts that claims 8-10 recite a machine readable storage which appears to cover both transitory and non-transitory embodiments.

Regarding claims 1-3 and 11, it is noted that the Supreme Court more recently has rejected the machine-or-transformation test.¹ In particular, the Supreme Court found that the machine-or-transformation test is not the exclusive test of determining patent eligibility under 35 U.S.C. § 101.² Rather, the Supreme Court has found the machine or transformation test to be *at best* a "useful clue" as to the statutory nature of a process claim.³ In fact, the Supreme Court has suggested that mechanically applying that physical test of machine-or-

¹ Ultramercial Inc. v. Hulu, Inc., at p.7, Appeal 2010-1544 (Fed. Cir. September 15, 2011)

² See Bilski v. Kappos, 130 S. Ct. 3218 (2010).

³ Id.

transformation “risk[s] obscuring the larger object of securing patents for valuable inventions without transgressing the public domain.”⁴ Therefore, because the machine-or-transformation test offers only a legal clue to patentability, additional indicia must be considered before drawing a conclusion that a claim at issue does not qualify for patenting under 35 U.S.C. § 101.⁵

In this regard, the Supreme Court has found that the operable consideration for determining the patent eligibility of claimed subject matter simply is to determine whether or not the claim at issue has attempted to patent an abstract idea.⁶ While the Supreme Court did not presume to provide a rigid formula or definition for abstractness, the Federal Circuit since Bilski has determined not to define "abstract" beyond the recognition that "this disqualifying characteristic should exhibit itself so manifestly as to override the broad statutory categories of eligible subject matter and the statutory context that direct primary attention on the patentability criteria of the rest of the Patent Act."⁷ Thus, a proper analysis under 35 U.S.C. § 101 for determining the patent eligibility is to determine whether or not the claim at issue reflects an attempt to patent an abstract idea.

⁴ Ultramercial, at p.8., citing Bilski, at 3228.

⁵ Cybersource Corporation v. Retail Decisions, Inc., No. 2009-1358 (Fed. Cir. August 16, 2011)

⁶ Bilski at 3227.

⁷ Id. at 3231; Research Corporation Technologies, Inc. v. Microsoft Corporation, 2010-1037 at 14 (Fed. Cir. 2010)

Notably, although abstract principles are not eligible for patent protection, an application of an abstract idea may well be deserving of patent protection.⁸ The application of an abstract idea to a “new and useful end” is the type of invention that the Supreme Court has described as deserving of patent protection.⁹ After all, unlike the Copyright Act which divides idea from expression, the Patent Act covers and protects any new and useful technical advance, including applied ideas.¹⁰ For example, in Ultramercial v. Hulu, the Federal Circuit found a method for monetizing and distributing copyrighted products over the Internet to be statutory subject matter as an application of an abstract idea.¹¹

In the instant case, Examiner has made no attempt to demonstrate factually that the claim at issue reflects an attempt to patent an abstract idea. Rather, Examiner only applies the now demoted machine or transformation test. Yet,

⁸ See Diamond v. Diehr, 450 U.S. 175, 187 (1981) (“an application of a law of nature or mathematical formula to a known structure or process may well be deserving of patent protection”); Parker v. Flook, 437 U.S. 584, 591 (1978) (“While a scientific truth, or the mathematical expression of it, is not a patentable invention, a novel and useful structure created with the aid of knowledge of scientific truth may be.”).

⁹ Gottschalk v. Benson, 409 U.S. 63, 67 (1972).

¹⁰ Ultramercial at p.9.

¹¹ Id. at p.10. ([T]he mere idea that advertising can be used as a form of currency is abstract, just as the vague, unapplied concept of hedging proved patent-ineligible in *Bilski*. However, the ’545 patent does not simply claim the age-old idea that advertising can serve as currency. Instead the ’545 patent discloses a practical application of this idea.)

Applicants' invention presents functional and palpable applications in the field of computer technology. The Federal Circuit has acknowledged that inventions with specific applications or improvements to technologies in the marketplace are not likely to be so abstract that they override the statutory language and framework of the Patent Act.¹²

Regarding claims 4-5, although Applicants disagree with the rejection, Applicants have amended claim 4 to recite a "hardware processor."

Regarding claims 8-10, it is noted that claims 8-10 recite a machine readable storage. The notion that a storage medium recites statutory subject matter is supported by a recent Decision for the Board of Patent Appeals and Interferences (hereinafter the Honorable Board). Specifically, reference is made to the non-precedential opinion of Ex parte Mehta (Appeal No. 2008-004853). In reversing a rejection under 35 U.S.C. § 101, the Honorable Board held the following:

We agree with Appellants (App. Br. 10-11; Reply Br. 1-3), however, that, contrary to the Examiner's contention, claims 29-42 necessarily include a storage medium since the language of independent claim 29 recites an "article comprising a storage medium..." Further, the language of independent claim 29, which recites that the storage medium stores computer-executable instructions which are readable and cause a computer to perform the listed operations, establishes the requisite structural and functional interrelationships between the computer and the

¹² Id. at 15.

stored instructions which permit the computer's functionality to be realized. *See In re Lowry*, 32 F.3d 1579, 1583-84 (Fed. Cir. 1994). (emphasis added)

Additional reference is made to M.P.E.P. § 2106.01, which states:

When functional descriptive material is recorded on some computer-readable medium, it becomes structurally and functionally interrelated to the medium and will be statutory in most cases since use of technology permits the function of the descriptive material to be realized.

With the opinion of Ex parte Mehta and M.P.E.P. § 2106.01 in mind, independent claim 8 recites a "machine readable storage having stored thereon a computer program." Claim 8 also recites that the computer program is used by a machine (i.e., a computer hardware system) to perform various steps of a method. Thus, consistent with the opinion of Ex parte Mehta and M.P.E.P. § 2106.01, the use of technology (i.e., a machine readable storage and a computer hardware system) permits the function of the functional descriptive material (i.e., computer usable program code) to be realized.

It is further noted that Examiner does not appear to have realized the full import of the meaning of the term "storage." A transitory medium such as signal does not "store" anything. Instead, a signal transmits information. Unlike a signal which transmit information is transitory, storage implies some type of temporal permanence. For that reason, those skilled in the art, as well as the Honorable Board in the decision rendered within Ex parte Mehta, recognize there is a

difference between a transmission medium (e.g., light, electricity, EMF, etc.) and a storage medium (e.g., memory, hard disk, CD-ROM, etc.).

Finally, a “storage medium” is well-known to mean “any device or recording medium into which data can be copied and held until some later time, and from which the entire original data can be obtained.”¹³ By comparison, a signal cannot hold data until some later time due to its transitory nature. This clearly indicates that a “storage” is not a transitory medium, but a tangible medium and thus is statutory subject matter.

For the above-described reasons, Applicants respectfully solicit withdrawal of the imposed rejection of claims 1-5 and 8-11 under 35 U.S.C. § 101.

IV. Rejections Under 35 U.S.C. § 102

Claim 11 has been rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,687,495 to Bhatia et al. (Bhatia). With respect to Examiner’s determination of anticipation, it is noted that the factual determination of anticipation under 35 U.S.C. § 102 requires the identical disclosure, either

¹³ McGraw-Hill Science & Technology Dictionary. McGraw-Hill Dictionary of Scientific and Technical Terms; Answers.com accessible at <<http://www.answers.com/topic/storage-medium#ixzz1E34oFbAh>> (visited February 15, 2011)

explicitly or inherently, of each element of a claimed invention in a single reference.¹⁴ Moreover, the anticipating prior art reference must describe the recited invention with sufficient clarity and detail to establish that the claimed limitations existed in the prior art and that such existence would be recognized by one having ordinary skill in the art.¹⁵ Absence from an allegedly anticipating prior art reference of any claimed element negates anticipation.¹⁶

Anticipation under § 102 is a two-step inquiry. The first step is a **proper construction of the claims**. ... The second step requires a comparison of the **properly construed claim** to the prior art.”¹⁷ During patent examination, the pending claims must be “given their broadest reasonable interpretation consistent with the specification,”¹⁸ and the broadest reasonable interpretation of the claims

¹⁴ In re Schreiber, 128 F.3d 1473, 1477 (Fed. Cir. 1997) (“To anticipate a claim, a prior art reference must disclose every limitation of the claimed invention, either explicitly or inherently”), In re Rijckaert, 9 F.3d 1531, 28 USPQ2d 1955 (Fed. Cir. 1993); Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989); Perkin-Elmer Corp. v. Computervision Corp., 732 F.2d 888, 894, 221 USPQ 669, 673 (Fed. Cir. 1984).

¹⁵ See In re Spada, 911 F.2d 705, 708, 15 USPQ 1655, 1657 (Fed. Cir. 1990); Diversitech Corp. v. Century Steps Inc., 850 F.2d 675, 678, 7 USPQ2d 1315, 1317 (Fed. Cir. 1988).

¹⁶ Kloster Speedsteel AB v. Crucible, Inc., 793 F.2d 1565, 1571 (Fed. Cir. 1986)(emphasis added).

¹⁷ Medichem, S.A. v. Rolabo, S.L., 353 F.3d 928, 933 (Fed. Cir. 2003) (internal citations omitted).

¹⁸ In re ICON Health and Fitness, Inc., 496 F.3d 1374, 1379 (Fed. Cir. 2007) (“[T]he PTO must give claims their broadest reasonable construction consistent with the specification. Therefore, we look to the specification to see if it provides a definition for claim terms, but otherwise apply

must also be consistent with the interpretation that those skilled in the art would reach.¹⁹ Therefore, the Examiner must (i) identify the individual elements of the claims and properly construe these individual elements,²⁰ and (ii) identify corresponding elements disclosed in the allegedly anticipating reference and compare these allegedly corresponding elements to the individual elements of the claims.²¹ This burden has not been met.

Specifically, claim 11 recites a method for assessing the impact of an indirectly implicated resource within a service level agreement (SLA) in real time. For the convenience of the Examiner, claim 11 is reproduced herein as follows:

11. A method for assessing the impact of an indirectly implicated resource within a service level agreement (SLA) in real time, the method comprising the steps of:
 establishing an SLA directly implicating a performance level for an underlying resource;
 noting at least one resource upon which said underlying resource depends, wherein the at least one resource is not directly implicated by the SLA;
 receiving an event arising from said at least one resource;
 determining whether said event affects said underlying resource in meeting said performance level; and,

a broad interpretation.”); In re Hyatt, 211 F.3d 1367, 1372, 54 USPQ2d 1664, 1667 (Fed. Cir. 2000).

¹⁹ In re Cortright, 165 F.3d 1353, 1359, 49 USPQ2d 1464, 1468 (Fed. Cir. 1999)

²⁰ See also, Panduit Corp. v. Dennison Mfg. Co., 810 F.2d 1561, 1567-68 (Fed. Cir. 1987) (In making a patentability determination, analysis must begin with the question, "what is the invention claimed?" since "[c]laim interpretation, . . . will normally control the remainder of the decisional process"); see Gechter v. Davidson, 116 F.3d 1454, 1460 (Fed. Cir. 1997) (requiring explicit claim construction as to any terms in dispute).

²¹ Lindermann Maschinenfabrik GMBH v. American Hoist & Derrick Co., 730 F.2d 1452, 221 USPQ 481 (Fed. Cir. 1984).

if said event prevents said underlying resource from meeting said performance level, generating a notification specifying an impact of said event upon said SLA.

Integral to claim 11 is the determination of whether an event arising from a resource that is not directly implicated by a SLA affects the performance level of an underlying resource that is directly implicated by the SLA, wherein the underlying resource depends on the resource from which the event arises.

Applicants submit that at least this aspect is not disclosed by Bhatia.

Notwithstanding, Examiner argued to the contrary in the Latest Non-Final Office Action. In this regard, in rejecting claim 11, Examiner stated in the Latest Non-Final Office Action the following:

Consider **claim 11**, Bhatia et al. disclose a method for assessing the impact of an indirectly implicated resource within a service level agreement (SLA) in real time (**Fig. 2, GLS Server 50 [indirectly implicated resource] and DBS Server 60 [directly associated resource]; abstract that recites a method in which a Differentiated Network Service Gateway [DNSG] implements service level agreements [SLAs] that support differentiated quality-of-service (QoS) in terms of accessing the dynamic network state of the mobile subscribers**); the method comprising the steps of: establishing an SLA directly implicating a performance level for an underlying resource (**column 5, lines 7-35 and column 6, lines 25-31 which disclose two types of SLAs offered by the DNSG 10 [Differentiated Network Services Gateway]: A first class of Guaranteed Level Services [GLS] SLAs and the second class of Differentiated Best Services [DBS] SLAs**); noting at least one resource upon which said underlying resource depends, *wherein the at least one resource is not directly implicated by the SLA* (**column 5, lines 7-35 and column 6, lines 25-31 which further disclose that wherein GLS SLAs offer absolute guarantee of a predetermined delay and age for any data request, the delay in serving queries for this class of service is independent of the operator imposed controls and limitations; while DBS**

SLAs offer a service that may degrade with increase in demand; also column 8, lines 10-26 which further disclose that if the requested data is cached in the CDN 40 and it has the required age [i.e. is not stale], the data is transmitted to the client; this will always be the case for GLS SLAs, being the responsibility, per guaranteed service and QoS, of the GLS Server 50 [not directly implicated by the DBS SLAs] to maintain data of right age in the cache; however, such is not the case for the DBS Server 60 [directly implicated underlying resource responsible for DBS SLAs]; the DBS Server 60 may decide to ignore the request if it determines that it will not be able to give back the data under the available resources and operator imposed network controls for the delay limits expected by the DNSG client 80, because, for DBS SLAs, the service QoS is not guaranteed, and the GLS Server 50, by having priority over the usage of core mobile network 70 resources, inhibits DBS Server 60 from performing adequately to meet a term [providing requested data that is less than the maximum allowable age specified by the DNSG client 80] within DBS SLA which does not directly implicate GLS Server 50, but directly implicates DBS Server 60);

receiving an event arising from said at least one resource (Fig. 2, Cached Network Data Module 40 [CNDM] and Request Handler 30; column 8, lines 10-18 which disclose that if the data in the cache is determined to be stale [an event], the request handler sets a trigger in the CNDM 40 to inform the DBS Server 60 [Differentiated Best Services Server] of any updates in the cache of the data requested);

determining whether said event affects said underlying resource in meeting said performance level (column 8, lines 10-26 which further disclose that if the requested data is cached in the CDN 40 and it has the required age [i.e. is not stale], the data is transmitted to the client; this will always be the case for GLS SLAs, being the responsibility, per guaranteed service and QoS, of the GLS Server 50 to maintain data of right age in the cache; however, such is not the case for the DBS Server 60 [underlying resource]; the DBS Server 60 may decide to ignore the request [set as a trigger by CNDM in the event the requested data in the cache has become stale] if it determines that it will not be able to give back the data under the available resources and operator imposed network controls for the delay limits expected by the DNSG client 80, because for DBS SLAs the service QoS is not guaranteed, and the GLS Server 50, by having priority over the usage of core mobile network 70 resources, inhibits DBS Server 60 from performing adequately to meet a term [providing requested data that is less than the maximum allowable age specified by the DNSG client 80]);
if when said event prevents said underlying resource from meeting said performance level, generating a notification specifying an impact of said event upon said SLA (Fig. 7 that shows an exception message being transmitted to DNSG client, when the DBS Server 60 is unable to meet the requesting DNSG client 80 condition for providing data that is less than the

maximum allowable age [said performance level]; column 10, lines 14-28 and claims 1 and 11 disclose these details, including providing information about the dynamic network state to the requesting client based on the request for notification of changes in the mobile subscriber's network state).

Initially, it is noted that as described in the abstract, Bhatia discloses a method and a system for obtaining the dynamic network state of mobile subscribers, such as subscriber location, presence or other state information. This information, which may be distributed within various core mobile network elements, is obtained via a differentiated network service gateway (DNSG) that interfaces with the mobile network elements in a manner that accommodates the network's operator enforced controls and limitations. The DNSG implements service level agreements (SLAs) that support differentiated quality-of-service (QoS) in terms of accessing the dynamic network state of the mobile subscribers. The consumers (DNSG clients) of the dynamic network state information may include applications that provide communication and transactional services to mobile subscribers based on their network state, and the mobile subscribers themselves. The consumers register with the DNSG for SLAs to obtain a desired QoS that determines the precision and speed at which the network service functions for their exclusive use. The DNSG uses the SLAs to allocate available resources to the consumers and for scheduling queries to the core network elements so as to obtain the network state of the mobile

subscribers according to the requirements of the SLAs.

Therefore, the subject matter of Bhatia, which concerns obtaining a mobile subscriber's dynamic network state from a mobile communication network and making the dynamic network state available to a requesting entity that is a consumer of the network state information, has nothing to do with the subject matter of the Applicants' claimed invention, which concerns assessing the impact of an indirectly implicated resource within a service level agreement (SLA) in real time.

Specifically, in Bhatia the GLS (Guaranteed Level Services) SLAs and the DBS (Differentiated Best Services) SLAs are two different classes of SLAs and are enforced by a GLS server and a DBS server respectively. Clearly, the GLS server and the DBS server are not directly implicated resource (underlying resource) and indirectly implicated resource (at least one resource upon which the underlying resource depends) in the sense of the Applicants' claimed invention. It is noted that a server utilizes resources (such as storage, CPU, etc.) to provide services to the requesting clients, but server itself is not a resource implicated in a SLA. Therefore, Applicants believe that Examiner has misconstrued the critical claim term "resource" as "server". As set forth in M.P.E.P. 2111, "During patent examination,

the pending claims must be given their broadest reasonable interpretation consistent with the specification. It is Applicants' position that Examiner's improper claim construction of "resource" implicated (directly or indirectly) in a SLA as a "server" that enforces SLAs exceeds the legal standard for claim construction during examination, namely "broadest reasonable interpretation consistent with the specification", and inhibits Examiner's ability to properly compare the cited art to Applicants' claims.

Accordingly, since Examiner has not found that the prior art included each **properly construed** element claimed in a single prior art reference, Applicants submit that Examiner has not established a prima facie case of anticipation.

V. Rejections Under 35 U.S.C. § 103

Claims 1, 3-4, 8, and 10 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,893,905 to Main et al. (Main) in view of Bhatia; and claims 2, 5, and 9 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Main in view of Bhatia and further in view of U.S. Patent No. 6,925,493 to Barkan et al. (Barkan).

With respect to the Examiner's determination of obviousness, it is noted that

the law of obviousness under 35 U.S.C. § 103(a) and the Examination Guidelines set forth in M.P.E.P. 2141 (specifically, rationale (A) of M.P.E.P. 2141) require Examiner to locate all claimed teachings in the combination of cited references.

Specifically, claims 1, 4, and 8 pertain to performing a real-time service level agreement (SLA) impact analysis. Exemplary claim 1 recites a method for performing a real-time service level agreement (SLA) impact analysis. For the convenience of the Examiner, claim 1 has been reproduced herein as follows:

1. A method for performing a real-time service level agreement (SLA) impact analysis, the method comprising the steps of:
 - detecting an event arising from a specific resource;
 - determining whether based upon said event said specific resource cannot perform adequately to meet a term within an SLA which directly implicates said specific resource; and,
 - further determining whether based upon said event said specific resource inhibits another resource from performing adequately to meet a term within another SLA which does not directly implicate said specific resource, but directly implicates said another resource.

Integral to claim 1 (and also claims 4 and 8 which recite similar operative portions) is the further determination of whether based upon the event the specific resource inhibits another resource from performing adequately to meet a term within another SLA which does not directly implicate the specific resource, but directly implicates the another resource. Applicants submit that at least this limitation is not disclosed by any of the cited references or any combination thereof.

Notwithstanding, Examiner argued to the contrary in the Latest Non-Final Office Action. In this regard, in rejecting claim 1, Examiner stated in the Latest Non-Final Office Action the following:

However, Main et al. do not explicitly disclose further determining whether based upon said event said specific resource inhibits another resource from performing adequately to meet a term within *another* SLA which does not directly implicate said specific resource, but directly implicates said another resource.

In the same field of endeavor, Bhatia et al. show and disclose the claimed method, further determining whether based upon said event said specific resource inhibits another resource from performing adequately to meet a term within *another* SLA which does not directly implicate said specific resource, but directly implicates said another resource (**Fig. 2, Cached Network Data Module 40 [CNDM] and Request Handler 30; column 8, lines 10-18 which disclose that if the data in the cache is determined to be stale [said event], the request handler sets a trigger in the CNDM 40 to inform the DBS Server 60 [Differentiated Best Services Server] of any updates in the cache of the data requested; also Fig. 2, GLS Server 50 and DBS Server 60; and column 5, lines 7-35 and column 6, lines 25-31 which disclose two types of SLAs offered by the DNSG 10 [Differentiated Network Services Gateway]: A first class of Guaranteed Level Services [GLS] SLAs and the second class of Differentiated Best Services [DBS] SLAs; wherein GLS SLAs offer absolute guarantee of a predetermined delay and age for any data request, the delay in serving queries for this class of service is independent of the operator imposed controls and limitations; while DBS SLAs offer a service that may degrade with increase in demand; also column 8, lines 10-26 which further disclose that if the requested data is cached in the CDNM 40 and it has the required age [i.e. is not stale], the data is transmitted to the client; this will always be the case for GLS SLAs [an SLA in the claim text], being the responsibility, per guaranteed service and QoS, of the GLS Server 50 [said specific resource] to maintain data of right age in the cache; however, such is not the case for the DBS Server 60 [another resource]; the DBS Server 60 may decide to ignore the request if it determines that it will not be able to give back the data under the available resources and operator imposed network controls for the delay limits expected by the DNSG client 80, because for DBS SLAs [*another* SLA] the service QoS is not guaranteed, and the GLS Server 50, by having priority over the usage of core mobile network 70 resources, inhibits DBS Server 60 from performing adequately to meet a term [providing requested data that is less than the maximum allowable age specified by the DNSG client 80]**

within DBS SLA which does not directly implicate GLS Server 50 [said specific resource], but directly implicates DBS Server 60 [said another resource]].

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to include the step of determining whether based upon said event said specific resource inhibits another resource from performing adequately to meet a term within another SLA which does not directly implicate said specific resource, but directly implicates said another resource, as taught by Bhatia et al., in the method of Main et al., so that proper determination can be made for the root cause of SLA violation by analyzing the relationship between different resources.

As already discussed above in connection with the rejection of claim 11, Applicants believe that Examiner has misconstrued the critical claim term "resource" as "server". As set forth in M.P.E.P. 2111, "During patent examination, the pending claims must be given their broadest reasonable interpretation consistent with the specification". It is Applicants' position that Examiner's improper claim construction of "resource" implicated (directly or indirectly) in a SLA as a "server" that enforces SLAs exceeds the legal standard for claim construction during examination, namely "broadest reasonable interpretation consistent with the specification", and inhibits Examiner's ability to properly compare the cited art to Applicants' claims.

Accordingly, since Examiner has not located all claimed teachings in the combination of cited references, Applicants submit that Examiner has not established a prima facie case of obviousness.

VI. Conclusion

Applicant respectfully requests the withdrawal of all the objections and rejections owing to the amendments and foregoing remarks. Applicants request that the Examiner call the undersigned if clarification is needed on any matter within this Amendment, or if the Examiner believes a telephone interview would expedite the prosecution of the subject application to completion.

Respectfully submitted,

Date: October 27, 2011

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